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Touhsaent does not anticipate under §102 either of Claims 1 and 48 at least for the reason that "a transfer layer having a debonded surface," as set forth in Claims 1 and 48, is not found, either expressly or inherently described, therein. Thus, the identical invention is not shown in as complete detail as is contained in the claim.

At page 6 of the final Office Action, the examiner acknowledges that Touhsaent does not teach a transfer layer having a "debonded surface." The examiner, however, asserts that the recitation is a method recitation that does not patentably distinguish the claimed film from the prior art.

Applicant respectfully disagrees.

The language recited in independent Claims 1 and 48, including but not limited to the "debonded surface" recitation, reflects the fact that the use of the transfer of a coating layer onto the metal layer has the advantage that the metal layer is better protected (in comparison to standard metallized films, such as those disclosed in Touhsaent) from oxidation and also better protected (again, in comparison to standard metallized films, such as those disclosed in Touhsaent) from any scratches that may be incurred during subsequent processing. The reduced oxidation of the metal layer may result in a metal layer of higher purity, which provides better barrier properties (in comparison to standard metallized films, such as those disclosed in Touhsaent) for a given amount of metal deposited. See, paragraphs [0009]-[0015] of the specification.

Thus, the claimed film made as recited in the present claims is different, in an unobvious way, from the corresponding films disclosed in Touhsaent and formed by different processes.

Further, Applicant has amended independent Claims 1 and 48 to recite that the transfer layer has a greater affinity for the metal layer than it does for either (1) the polymeric first layer or (2) the optional pre-transfer coating on the second side of the polymeric first layer. Accordingly, as recited in Claims 1 and 48, the transfer layer is formed on either (a) the second side of the first layer with the debonded surface of the transfer layer removably bonded on the second side of the first layer or (b) the pre-transfer coating on the second side of the first layer

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with the debonded surface of the transfer layer removably bonded on the pre-transfer coating on the second side of the first layer, and the transfer layer is thereafter transferred to and fixedly engaged on the first side of the metal layer following winding the film on a roll after the metal layer is applied to the first layer.

Touhsaent does not disclose or suggest a film having the structure, composition and properties of the films of Claims 1-14, 16-26, and 48-60.

For the foregoing reasons, Applicant respectfully requests reconsideration and withdrawal of the §102 rejection of Claims 1-14, 16-26, and 48-60.

With respect to Claim 15, it includes each of the pertinent recitations discussed above with respect to Claims 1 and 48, including the recitation of "a transfer layer having a debonded surface and a metal-bonding surface." Therefore, amended Claim 15 is patentable over the applied art because (i) Akao does not cure the deficiencies of Touhsaent noted above and (ii) neither Touhsaent nor Akao provides any motivation or suggestion to either modify (a) Touhsaent's polymeric low temperature sealable coating to have "a debonded surface" or (b) Touhsaent's film as a whole to have the structure, composition and properties of the film of Claim 15.

For example, the complete silence of both Touhsaent and Akao on the issue of a debonded surface prevents them from providing the "clear and particular" motivation which is a necessary part of any §103 rejection. In re Sang Su Lee, 277 F.3d 1338, 1343, 61 USPQ2d 1430, 1433-1434 (Fed. Cir. 2002); Winner Int'l Royalty Corp. v. Ching-Rong Wang, 202 F.3d 1340, 1348-1349, 53 USPQ2d 1580, 1586-1587 (Fed. Cir. 2000).

For the foregoing reasons, Applicant respectfully requests reconsideration and withdrawal of the §103 rejection of Claim 15.

II. CONCLUSION

Reconsideration and allowance of this application are now believed to be in order, and such actions are hereby solicited. If any points remain in issue which the examiner feels may be


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best resolved through a personal or telephone interview, he is kindly requested to contact the undersigned at the telephone number listed below.

The Commissioner is hereby authorized to charge the required fee(s), or credit any overpayment, to Deposit Account No. 05-1712, in the name of ExxonMobil Chemical Company.

Respectfully submitted,

Date: July 18, 2006


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